

STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT

VT SUPERIOR COURT
WASHINGTON UNIT
CIVIL DIVISION

2015 OCT 23 A 10:17

In Re: SUBURBAN PROPANE, L.P.

)

CIVIL DIVISION

)

Docket No. 1065-10-15 *Wenc*

FILED

ASSURANCE OF DISCONTINUANCE

The State of Vermont, by and through Vermont Attorney General William H. Sorrell, and Suburban Propane, L.P. ("Suburban" or "Respondent"), hereby enter into this Assurance of Discontinuance ("AOD") pursuant to 9 V.S.A. § 2459.

Background

Suburban Propane, L.P.

1. Suburban Propane, L.P. is a Delaware limited partnership with offices at 240 Route 10 West, Whippany, NJ 07981-0206. Suburban's operations include the retail marketing, sale and distribution of propane and other fuels to residential, commercial, industrial and agricultural customers, serving approximately 1.2 million retail customers in 42 states.
2. In August 2012, Suburban acquired Inergy Propane, LLC, which formerly operated in Vermont under the name Pyrofax Energy.
3. As of June 2015, Suburban was providing fuel services to approximately 40,000 Vermont consumers.

Regulatory Framework

4. Pursuant to 9 V.S.A. § 2461b, the Vermont Attorney General's Office has regulation of and rulemaking authority to promote business practices which are uniformly fair to sellers and to protect consumers concerning propane gas. Vermont Consumer

Protection Rule 111 (“CP 111” or “Propane Rule”) for liquefied petroleum “propane” gas was amended in 2009, effective on January 1, 2010 (“2010 CP 111”), and amended again in 2011, effective on January 1, 2012 (“CP 111”).

5. A violation of CP 111 constitutes an unfair and deceptive trade act and practice in commerce under Vermont’s Consumer Protection Act, 9 V.S.A. § 2453. 9 V.S.A. § 2461b(c)(1); CP 111.01.
6. Violations of the Consumer Protection Act are subject to a civil penalty of up to \$10,000.00 per violation. 9 V.S.A. § 2458(b)(1).
7. On April 16, 2003, Suburban entered into an AOD with the Vermont Attorney General’s Office regarding the collection of certain regulatory charges from consumers (“2003 AOD”). The 2003 AOD required Suburban to “immediately cease charging consumers a ‘reg fee’ or any similar charge that is assessed per invoice or per delivery of product,” 2003 AOD ¶ 17, and required Suburban to “institute supervisory procedures reasonably designed to achieve compliance with [that] Assurance.” 2003 AOD ¶ 19. The 2003 AOD also required Suburban to “immediately cease charging consumers separate fees for services that are part of the direct costs of providing liquid propane to the consumer” including “costs associated with complying with . . . other regulations associated with delivery of liquid propane to consumers.” *Id.* ¶ 18. At the time the 2003 AOD was entered into by the parties, Vermont law defined the term “consumer” as a customer purchasing propane “for residential use and not for resale.”
8. On November 7, 2005, Suburban entered into an AOD with the Vermont Attorney General’s Office regarding the disclosure of price changes in pre-buy contracts

relating to heating oil, which contracts had been offered by a subsidiary of Suburban (“2005 AOD”). The 2005 AOD required Suburban to “disclose clearly and conspicuously in writing to its customers all of the terms and conditions of the [pre-buy] program.” 2005 AOD ¶ 1(b). The 2005 AOD also required Suburban to comply with Vermont law and the Consumer Protection Act. *Id.* ¶ 1(a).

9. On June 5, 2008, Suburban entered into an AOD with the Vermont Attorney General’s Office regarding the collection of tank removal fees (“2008 AOD”). The 2008 AOD required Suburban to remove tanks with “reasonable promptness” following a consumer’s request, 2008 AOD ¶ 22, and also required Suburban to “institute supervisory procedures reasonably designed to achieve compliance with” that assurance. *Id.* ¶ 23. The 2008 AOD also required Suburban to comply with Vermont law.

The Vermont Attorney General’s Investigation of Suburban

10. Between January 2010 and March 2015, the Attorney General’s Office, Consumer Assistance Program (“CAP”) has received complaints regarding Suburban’s propane service. These included complaints regarding delays in tank removal and refund checks after service termination, unauthorized disconnections, and billing issues associated with Suburban’s services. Suburban responded timely to those complaints, most of which have been resolved within the CAP program.

Refund and Tank Removal Practices

11. When a propane gas seller terminates service to a consumer using a seller-owned tank, CP 111.16(a) requires that seller to, “refund the consumer within 20 days of the date when the seller disconnects propane service or is notified by the consumer in

writing that the seller's equipment is no longer connected, whichever is earlier, (1) the amount paid by the consumer for any propane remaining in the storage tank, less any payments due the seller from the consumer; or, (2) the amount paid by the consumer for 80 percent of the seller's best reasonable estimate of the quantity of propane remaining in the tank less any payments due the seller from the consumer, if the quantity of propane remaining in the storage tank cannot be determined with certainty." *See also* 9 V.S.A. § 2461b(e)(2)(B) (same) and 2010 CP 111.18(b) (same).

12. CP 111.16(c)(1) requires a propane seller that fails to issue a timely refund to pay a penalty to consumers of \$250 for the first day, plus \$75/day each day thereafter, until the refund and penalty are paid in full. *See also* 9 V.S.A. § 2461b(e)(4) (same, but capping the total amount of the \$75/day penalty at 10 times the amount of the refund).
13. CP 111.15(a) requires a propane seller to remove a seller-owned storage tank at a terminated consumer's request (which must be in writing if the tank was disconnected by someone other than the seller owning the tank) within 20 days for an aboveground tank (30 days in the case of an underground tank) or as soon as weather and access to the tank permits. *See also* 2010 CP 111.18(a) (same). As of July 1, 2013, 9 V.S.A. § 2461b(h)(3) requires a propane seller that fails to remove a tank within required timeframes to pay a penalty to consumers of \$250 for the first day, plus \$75/day each day thereafter (and capping the total amount of the \$75/day penalty at \$2000), until the tank has been removed and the tank removal penalty is paid in full.

14. Before January 2015, Suburban's system to ensure that tanks were timely removed or that refund checks were issued within the statutory 20-day timeframe required manual review and tracking of customer data to process tank removal and issuance of refund checks. In January 2015, Suburban automated the review and tracking process, using newly available technology. To date, no complaints have been received by CAP or Suburban alleging delayed tank removals or refund payments with respect to service terminations occurring after the automated process was instituted.

15. Suburban sampled 150 of its customers' data and reported that between January 2010 and April 2012, 28 consumers appeared to have experienced unjustified refund delays and tank removal delays.

16. Because not all customer data was searched, the parties agreed on an extrapolation formula to determine appropriate payments to be paid to consumers.

Service Disconnection Practices

17. CP 111.11(b)(1) prohibits a propane company from disconnecting a delinquent consumer account earlier than 14 days after the company has sent a Notice of Intent to Disconnect to that consumer.

18. CP 111.02(f) defines a disconnection as "a deliberate refusal to deliver propane, or a deliberate interruption or disconnection of service by a seller to a consumer previously receiving service from the seller."

19. Before April 2013, when applying a "delivery hold" to delinquent consumer accounts, Suburban sometimes applied the hold immediately and did not always provide a Notice of Intent to Disconnect and 14 days' notice, as required under CP

111.11(b)(1). A delivery hold is a refusal to deliver fuel to a consumer, and, the State contends, therefore constitutes a disconnection as defined by CP 111.02(f).

Billing Practices

20. CP 111.03(a) requires a propane seller to disclose “the price or prices of its propane” and the applicable fees.

21. CP 111.09(f) prohibits a seller from misrepresenting “the nature of any fee” and prohibits collecting from a consumer “any ‘governmental,’ ‘regulatory,’ ‘environmental’ or other similar fee.” The section “does not limit the per-gallon price charged by sellers or prohibit collection of any tax allowable under Vermont law.”

22. 33 V.S.A. § 2503(a) imposes a 0.5% gross receipts tax on propane and other fuels. The tax is paid directly by the seller. *See* 33 V.S.A. § 2503(b) (“[t]he tax shall be levied upon and collected quarterly from the seller.”). The statute permits the seller to recover the amount of the tax in the prices it charges for the fuel. The State does not dispute that Suburban directly paid the applicable tax to the State.

23. 33 V.S.A. § 2503(b) provides for the following: “Fuel sellers may include the following message on their bills to customers: *The amount of this bill includes a 0.5% gross receipts tax, enacted in 1990, for support of Vermont's Low Income Home Weatherization Program.*” (emphasis added).

24. Due to a programming error associated with the upgrade of its automated delivery system, for a six-month period in 2011, Suburban disclosed the tax as a separate line item on propane invoices. At other times, Suburban included a statement on its invoices stating that the “fuel amount may include gross receipts taxes.”

25. Also, prior to January 2015, when quoting the initial price-per-gallon for its propane to consumers, Suburban representatives manually calculated the impact of the tax on that price, with an inherent risk of error. Since January 2015, Suburban has automated the process to generate the fuel price with the tax included for use in its quotes.
26. As of January 1, 2012, the definition of “consumer” in CP 111 was amended to include metered and certain commercial customers, but that change did not automatically apply to the 2003 AOD. 2003 AOD ¶ 22.
27. Following the effective date of such definition change, Suburban charged 593 customers falling under the new definition of “consumer” a “REGFEE” aggregating \$28,398.30 in total.

The State’s Allegations

28. The Vermont Attorney General’s Office alleges the following violations of the Consumer Protection Act and Rules:

- a. The failure to reimburse Vermont consumers for unused gas remaining in the tank following disconnection or termination of service within the required timeframe is a violation of 9 V.S.A. § 2461b(e)(2)(B), CP 111.16(a), and 2010 CP 111.18(b);
- b. The failure to remove storage tanks, without apparent justification, within the required timeframe is a violation of the 9 V.S.A. § 2461b(h)(1), 2008 AOD, CP 111.15(a) and 2010 CP 111.18(a);

- c. The placement of delivery holds earlier than 14 days after the company had sent a Notice of Intent to Disconnect to that consumer is a violation of CP 111.11(b)(1);
 - d. Suburban's method of billing of the fuel tax and its failure to sometimes include the fuel tax in its initial price-per-gallon quotes is a violation of 33 V.S.A. § 2503, CP 111.03(a), and CP 111.09(f); and
 - e. The collection of a "REGFEE" is a violation of the 2003 AOD and CP 111.09(f).
29. The State of Vermont alleges that the above behavior constitutes unfair and deceptive acts and practices under 9 V.S.A. § 2453.

Assurances and Relief

In lieu of instituting an action or proceeding against Suburban, the Attorney General and Suburban are willing to accept this AOD pursuant to 9 V.S.A. § 2459. Agreeing to the terms of this Assurance of Discontinuance for purpose of settlement does not constitute an admission by Suburban to a violation of any law, rule, regulation or prior AOD. Accordingly, the parties agree as follows:

Injunctive Relief

30. Suburban shall immediately establish policies and procedures reasonably designed to achieve compliance with all applicable Vermont laws and regulations, including but not limited to all AODs entered into with the Vermont Attorney General's Office; the Vermont Consumer Protection Act, 9 V.S.A., Chapter 63; and CP 111, as they may from time to time be amended, and will provide appropriate training to its applicable personnel in how to properly implement those policies and procedures.

31. Within 60 days of signing this AOD, Suburban shall provide a written description to the Attorney General's Office of the policies, procedures, and training implemented under ¶ 30 above.
32. Suburban shall institute procedures designed to ensure that its customer service staff trained in ¶ 30 above will handle propane-related phone calls (not related to emergency situations) from Vermont consumers. Solely as just one example of acceptable procedures, but not as a requirement, Suburban might implement a phone procedure whereby customers would identify the state in which they reside and for any caller indicating they were a consumer calling from Vermont, Suburban's customer service staff would: (1) transfer the Vermont consumer to a Suburban staff person trained in accordance with ¶ 30 above; or (2) inform the Vermont consumer of when such a Vermont-trained staff-person will be available to handle the call.
33. Suburban shall comply with the provisions of 9 V.S.A. § 2461b(e)(2)-(4) and CP 111.16 (or any replacement or successor provisions) at that time in effect (which compliance shall be determined after taking into account any provisions thereof relating to the payment of a penalty to the consumer); which in general provide for refunds to be paid to propane consumers in Vermont within 20 days of the date when the vendor disconnects or terminates service to a consumer, or when it is notified by the consumer in writing that service is disconnected, whichever is earlier.
34. Suburban shall comply with the provisions of 9 V.S.A. § 2461b(h) and CP 111.15 (or any replacement or successor provisions) at that time in effect (which compliance shall be determined after taking into account any provisions thereof relating to the payment of a penalty to the consumer); which in general provide for a vendor to

remove aboveground propane storage tanks within 20 days (30 days in the case of an underground tank) of a Vermont consumer's request for service termination or upon receipt from the consumer in writing that the tank has been disconnected, whichever occurs earlier.

35. For a period of one year from the date of this AOD, Suburban shall document its compliance with CP 111.15 and CP 111.16 by recording the dates and manner that:
- (a) a consumer requests termination of service (including any request for a future tank removal if applicable); (b) the consumer's propane tanks were disconnected or removed; and (c) the consumer's refund check, if any, was issued.
36. Suburban shall prepare reports to the Attorney General's Office, containing the information required by ¶ 35. If there are delays in terminating service (i.e., beyond the allowable timeframes), Suburban shall document the reason(s) for the delay(s), whether any penalty was paid for delayed termination or refund, and the date and amount of any payment. Such reports and documentation shall be submitted every 90 days thereafter for one year for a total of four reports.
37. Suburban shall comply with the provisions of 9 V.S.A. § 2461b(g) and CP 111.11 (or any replacement or successor provisions) at that time in effect; which in general provide that a vendor may not discontinue a Vermont consumer's service by reason of a delinquent account unless:

- a. that vendor has mailed or delivered a Notice of Intent to Disconnect to that consumer at least 14 days, but not more than 30 days, before the disconnection occurs; and

- b. that vendor has provided the consumer the opportunity to enter into a reasonable Delinquency Payment Plan to satisfy the amount of the delinquency.

38. Suburban shall not collect any "REGFEE," or other regulatory charge from a Vermont consumer directly.

39. Suburban shall not itemize the gross receipts fuel tax as a separate line item on its invoices nor subsequently add such tax to a price-per-gallon quoted to a Vermont consumer. If Suburban wishes to describe to Vermont consumers the inclusion of the gross receipts fuel tax in its propane prices, it may only state on its invoices the approved message provided for in 33 V.S.A. § 2503(b).

Payments to Customers

40. Within 30 days of signing this AOD, Suburban shall refund the aggregate \$28,398.30 in improperly collected REGFEES to the customers referenced in ¶ 27; provided that nothing in this paragraph shall obligate Suburban to issue a refund of less than \$1.00 to any individual.

41. Within 60 days of the later of (a) signing this AOD, and (b) Suburban receiving from the Attorney General's Office all materials referenced in ¶ 44, Suburban shall pay to each consumer known to have had a delay in a refund check between January 1, 2010 and April 13, 2012 the actual penalty amount prescribed by 9 V.S.A. § 2461b(e)(4) and CP 111.16(c)(1) for those delays occurring after May 23, 2011, and \$250 for those delays pre-dating May 23, 2011, for a total of \$11,325 paid to 16 consumers.

42. Within 60 days of the later of (a) signing this AOD, and (b) Suburban receiving from the Attorney General's Office all materials referenced in ¶ 44, Suburban shall pay to each consumer known to have had a delay in a tank removal between January 1, 2010 and April 13, 2012 the following amounts: \$500 for any delay up to 30 days; \$1,000 for any delay up to 60 days; \$1,500 for any delay up to 90 days; and \$2,000 for any delay greater than 90 days; for a total of \$9,000 paid to 12 consumers.
43. Excluding the consumers identified in ¶¶ 41-42, there are approximately 1,802 Vermont propane consumers residing in Suburban's regions known as "Central CSC 2272" and "North CSC 2100" who had Suburban propane service disconnected between January 1, 2010 and April 13, 2012, and who may have experienced a delay in either tank removal or refund checks. The parties have agreed on an average payment to consumers based on geographic region and type of delay, using an extrapolation formula from a sampling of Suburban's customer data. Within 60 days of the later of (a) signing this AOD, and (b) Suburban receiving from the Attorney General's Office all materials referenced in ¶ 44, Suburban will pay: (i) each consumer in Suburban's region known as North CSC 2100 who had Suburban propane service disconnected during the foregoing period an agreed-upon amount of \$166.00 for a total of \$115,536; and (ii) each consumer in Suburban's region known as Central CSC 2272 who had Suburban propane service disconnected during the foregoing period an agreed-upon amount of \$133.00 for a total of \$147,098. Consumers who wish to pursue a claim independently may do so by refusing the payment. However, a consumer who accepts the payment by receiving the check

and not returning it within 90 days waives the ability to pursue an individual claim of either a delayed tank removal or delayed refund check.

44. For any customer who receives a payment per the above (§§ 41-43), Suburban shall send the payment in an envelope provided by the Attorney General's Office, along with an explanatory letter contained in Exhibit A, and an additional letter from Suburban contained in Exhibit B. For any consumer in Suburban's region known as South CSC 2012 who had Suburban propane service disconnected in the period commencing January 1, 2010 and ending April 13, 2012, Suburban shall send the letter contained in Exhibit C.
45. Within 60 days of the later of (a) signing this AOD, and (b) Suburban receiving from the Attorney General's Office all materials referenced in § 44, Suburban shall confirm to the Attorney General's Office that it has issued the payments provided for in §§ 40-43.
46. In the event that Suburban is not able to locate consumers to whom any payments provided for in §§ 40-43 are owed after all reasonable efforts to do so have been taken and no later than 180 days after the later of (a) signing this AOD, and (b) Suburban receiving from the Attorney General's Office all materials referenced in § 44, Suburban shall send (via mail or email) to the Attorney General's Office:
- a. a single check, payable to "Vermont State Treasurer" in the total dollar amount of all outstanding amounts, to be treated as unclaimed funds, under Vermont's unclaimed property statute, Title 17, Vermont Statutes Annotated, Chapter 14;

- b. a list, in electronic Excel format, of the consumers whose checks were returned or were not cashed (which list shall set out the first and last names of the consumers in distinct fields or columns), and for each such consumer, the last known address and dollar amount due, and
- c. Suburban's principal company address and federal tax identification number.

47. If (a) any consumer in Suburban's region known as "South CSC 2012" who had Suburban propane service disconnected in the period commencing January 1, 2010 and ending December 31, 2014, and (b) any consumer in Suburban's regions known as Central CSC 2272 and North CSC 2100 who had Suburban propane service disconnected in the period commencing April 14, 2012 and ending December 31, 2014, complains to Suburban within 180 days following the signing of this AOD regarding a delay in tank removals or refund checks, Suburban shall review the consumer's complaint in good faith within twenty days. In the event the consumer demonstrates that the refund or tank pick-up was untimely, pursuant to Vermont law, Suburban shall pay a penalty per the terms of this AOD ¶¶ 41-42; and if Suburban disputes that any penalty is owed, Suburban shall send a written explanation to the consumer as to why it believes no penalty is owed, and shall include a statement that the consumer may contact the Consumer Assistance Program at (802) 656-3183 or consumer@uvm.edu, if the consumer disagrees.

48. Suburban shall provide a report to the Vermont Attorney General's Office of all consumers who requested payment under ¶ 47 and the outcomes taken, or that no consumer has requested payment, which shall be delivered within 210 days following the signing of this AOD.

Payment to the State of Vermont

49. Within 60 days of signing this AOD, Suburban shall pay to the State of Vermont \$200,000 in civil penalties and costs. Payment shall be made to the "State of Vermont" and shall be sent to the Vermont Attorney General's Office at the following address: Justin E. Kolber, Assistant Attorney General, Office of the Attorney General, 109 State Street, Montpelier, Vermont 05609.
50. Within 60 days of signing this AOD, Suburban shall pay to the Vermont Low Income Home Energy Assistance Program ("LIHEAP") \$200,000. Payment shall be made via the Vermont Department for Children and Families, Economic Services Division, Fuel Assistance, 103 South Main Street, Waterbury, Vermont 05671.

Reporting

51. Suburban shall submit the reports described in ¶ 36 above.
52. For a period of one year after the date of signing of this AOD, Suburban shall submit on a quarterly basis a copy of any written or email consumer complaint it receives (excluding complaints forwarded to Suburban from CAP) on or after the date of this AOD that pertains to any matter which, based on the allegations therein, appears to be a violation of CP 111.09, CP 111.11 through 111.13, CP 111.15 or CP 111.16 (whether or not those sections are cited in the complaint), as well as the company's response.
53. The reports required by ¶¶ 51-52 shall commence 90 days after the date of signing of this AOD and shall continue for a period of one year thereafter for a total of four of each report.

Other Terms

54. In the event that the State receives a request for disclosure of any of the information described in this AOD, the State shall promptly provide notice to Suburban to permit it to take any steps it may deem necessary to prevent disclosure. If the State is required to disclose any information described in this AOD by a government agency or by court order, it shall promptly notify Suburban.
55. This AOD shall be binding on Suburban, its successors and assigns, and all of its affiliate companies doing business in Vermont. As part of its responsibilities under ¶ 30 above, Suburban shall take reasonable steps to ensure that all of its and its affiliate companies' officers and managers responsible for operations in the State of Vermont are aware of the Injunctive Relief provisions of this AOD.
56. Acceptance of this AOD by the Vermont Attorney General's Office shall not be deemed approval by the Attorney General of any of the practices or procedures of Suburban not required by this AOD, and Suburban shall make no representation to the contrary.
57. This AOD resolves all existing claims the State of Vermont may have against Suburban stemming from the conduct described in this document as of the date of signature below, provided, however, that nothing herein waives the Attorney General's right to assert and prove any violations of law unrelated to the conduct described in this AOD.
58. Nothing in this AOD waives the right of any consumer to pursue claims stemming from the conduct described in this document; except, however, that any consumer

who accepts and cashes a check provided pursuant to this AOD shall waive any claim regarding delayed refund checks and tank removals.

59. The Superior Court of the State of Vermont, Washington Unit, shall have jurisdiction over this AOD and the parties hereto for the purpose of enabling any of the parties hereto to apply to this Court at any time for orders and directions as may be necessary or appropriate to carry out or construe this AOD, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

60. All notices related to this AOD shall be given to Suburban via:

Richard A. Giuditta, Esq.
Bevan, Mosca, Giuditta & Zarillo, P.C.
222 Mount Airy Road, Suite 200
Basking Ridge, NJ 07920

Violations and Stipulated Penalties

61. In the event that the Attorney General alleges that Suburban has violated any of the terms of this AOD, then the parties agree that the Attorney General shall be entitled to bring any other matters to the Court's attention involving potential violations of law by Suburban, and that the Attorney General shall not have waived any of its rights to assert and prove any violations of law by Suburban unrelated to the conduct described in this AOD.

62. If the Superior Court of the State of Vermont, Washington Unit enters an order finding Suburban to be in violation of ¶¶ 33, 34 and/or 37-39 of this AOD, then the parties agree that penalties to be assessed by the Court for each act in violation of those paragraphs of this AOD shall be \$5,000. For purposes of this paragraph 62, a

violation of any one of those paragraphs with respect to a single propane consumer shall only constitute a single “act,” and not each day delayed or each charge assessed, and shall not apply to a *de minimis* violation.

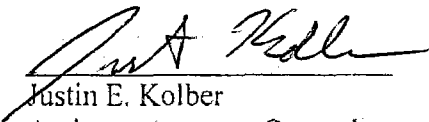
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Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

DATED at Montpelier, Vermont this 22nd day of October, 2015.

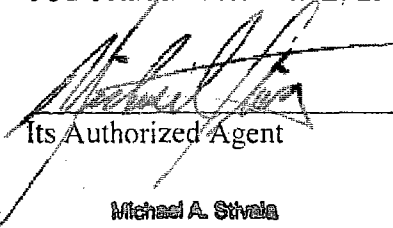
STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

By: 
Justin E. Kolber
Assistant Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609
(802) 828-5620
justin.kolber@vermont.gov

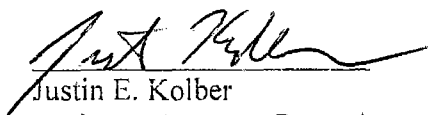
DATED at Whippany, New Jersey this 22nd day of October, 2015.

SUBURBAN PROPANE, LP

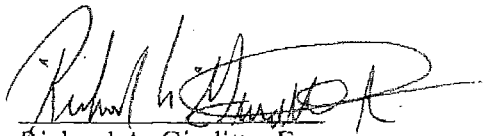
By: 
Its Authorized Agent

Michael A. Stivale
President & CEO
Name and Title of Authorized Agent

APPROVED AS TO FORM:


Justin E. Kolber
Assistant Attorney General
Office of Attorney General
109 State Street
Montpelier, VT 05609

For the State of Vermont


Richard A. Giuditta, Esq.
Bevan, Mosca, Giuditta & Zarillo, P.C.
222 Mount Airy Road, Suite 200
Basking Ridge, NJ 07920

For Suburban Propane, LP

EXHIBIT A

December 2015

Re: Suburban Propane, LP settlement

Dear Vermont consumer:

You have been identified as a current or former customer of Suburban Propane, LP ("Suburban") who, between January 1, 2010, and April 30, 2012, may have terminated propane service from Suburban.

As a result of a settlement with the Attorney General's Office, Suburban is providing the enclosed payment to address any delays that may have occurred in terminating your propane service. Those delays may have been caused by removing propane storage tanks or issuing refund checks outside the timeframes required by Vermont law.

If you accept the check, you will waive whatever rights, if any, that you may possess to pursue an individual claim against Suburban resulting from any delay in terminating your propane service, including claims brought pursuant to the Vermont Consumer Protection Act.

If you wish to decline the payment and pursue any claim against Suburban, you may do so by returning or mailing the check to Suburban, first class postage, within 90 days of the date of this letter, to the following address:

Suburban Propane, LP
240 Route 10 West
P.O. Box 206
Attention VT Claims
Whippany, NJ 07981-0206

For more information on the Vermont consumer protection rules or the terms of this settlement, please visit the Attorney General's Office website at www.atg.state.vt.us or call the Consumer Assistance Program at 800-649-2424 or (802) 656-3183.

Sincerely,

William H. Sorrell
Attorney General

Enc.

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

EXHIBIT B

Date

Dear Vermont Consumer:

As explained in the enclosed letter from the Vermont Attorney General, we are enclosing payment to address any delays in removing our propane storage tank and/or issuing a refund check that may have occurred in connection with the termination of your propane service between January 1, 2010 and April 13, 2012.

We sincerely regret any delays you may have experienced, and apologize for any inconvenience. As a customer service driven company, our goal is, and always has been, to exceed your expectations. That is why, in connection with our cooperation with the Attorney General, we have conducted a comprehensive review of our tank removal and check refund practices. As a result of this review, we have implemented improved and automated procedures, and provided special training to our employees, to help ensure that our tank removal and check refund practices conform to our internal standards of excellence.

We welcome this opportunity to regain your trust and your business. We offer friendly service by local professionals you know and trust, a reliable supply of propane and heating oil where and when you need it, convenient automatic delivery, multiple payment options, 24/7/365 live customer support, and industry leading concern for your safety.

Please call us at (855) 812-0449 to address any questions you may have, or to let us put our 85+ years of experience back to work for you!

Sincerely,

Russell S. Freeman
General Manager

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

EXHIBIT C

December 2015

Re: Suburban Propane, LP settlement

Dear Vermont consumer:

You have been identified as a current or former customer of Suburban Propane, LP ("Suburban") who, between January 1, 2010, and April 13, 2012, may have terminated propane service from Suburban.

Suburban has recently entered into a settlement with the Attorney General's Office regarding its process for terminating propane service and issuing refunds. You may review that settlement here: [insert hyperlink]

For more information on Vermont's regulations governing propane or the terms of this settlement, please call the Consumer Assistance Program at 800-649-2424 or (802) 656-3183, or visit <https://www.uvm.edu/consumer/?Page=fuel.html>

Sincerely,

William H. Sorrell
Attorney General

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609